

## *DYNATEST GENERAL TERMS AND CONDITIONS, EQUIPMENT*

### **Governing Terms and Conditions**

The terms and conditions set forth in this document are intended to establish standard terms and conditions of sale for all sales of equipment by the Dynatest Group ("Seller") to the purchaser ("Buyer") unless otherwise provided in a written agreement signed by and between Buyer and Seller. This document, together with the quotations, contracts, order acknowledgments, invoices and specifications (and all supplements and attachments thereto issued by Seller from time to time) shall constitute the entire agreement ("Agreement") between Buyer and Seller for each such sale. In the event of any inconsistency between these standard terms and conditions and the provisions on the quotation, contracts, order acknowledgment or invoice or on any supplement or attachment thereto, the provision contained on the quotation, order acknowledgment or invoice or on such supplement or attachment shall control.

Additional or different terms provided in Buyer's purchase order which vary in any degree from any of the terms herein are hereby objected to and rejected.

### **Prices, estimates and quotations**

All prices are subject to change without notice. Seller's price shall be the price in effect at the time of sending the quotation. Quotations are valid for placement of order within 1 month of the quotation date.

Quotations are based on the present set of general trade terms of Dynatest and the General Conditions (ORGALIME S 2000) including supplementary conditions ([ORGALIME S 2000 S](#)) for the supply of Mechanical, Electronical and Electronic Products.

### **Time of delivery**

The time of delivery depends of type of equipment purchased and is counted from the date of receipt of firm written order and the prepayment and/or Letter of Credit as per stated in *Invoicing and terms of payment*. The actual delivery time shall be determined at the time of ordering. The time used for shipment from Sellers location to the end user's destination is not included in the time of delivery.

### **Terms of delivery**

Unless otherwise stated in the Agreement terms of delivery are always EXWorks.

### **Invoicing and Terms of Payment**

Unless otherwise agreed in writing, payment terms for all types of equipment, apart from LWD's, are 50% of the full invoice amount payable with firm order, 40% at shipment from the address of Dynatest and 10% upon receipt of the equipment at Buyers address. The remaining 40% and 10% are payable in full by confirmed irrevocable Letter of Credit against shipping documents in favour of Dynatest.

Payment terms for LWD's are 100% of the full invoice amount Payable with firm order.

All the cost to the irrevocable Letter of Credit, shall be billed to the Buyer.

In the event of a conflict between Buyers purchase order and Seller's written acceptance or order acknowledgment, Seller's written acceptance or order acknowledgment prevails. In all cases, any and all terms and conditions as may be contained on the reverse side of any request for quotations, request for bids, purchase orders and similar documents issued by Buyer are hereby expressly rejected in their entirety and shall have no force or effect.

Applicable duties, taxes and import licenses are at the account of the Buyer.

Quotations are conditional on granting of any necessary export licenses.



Any payment that is not received by the date required herein shall accrue interest at the maximum rate allowed by applicable law, from the date such payment is due until the full invoiced amount and accrued interest is fully paid. In addition, Buyer shall be responsible for Seller's collection costs and attorneys' fees in collecting any past due amounts.

### **Disputes**

Disputes shall be resolved in accordance with the guidelines in ORGALIME S 2000.

### **Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations shall resume.

### **Applicable Law**

The Buyer and the Seller agree that the construction, validity and performance of the Agreement shall be governed by and construed under laws of the country where the Seller is registered.

### **Warranty on products**

Dynatest warrants that its products as described in the quotation (the "Products") for a period of 730 days\* from the day of delivery of the product and completion of installation, if installation option is taken (the "Warranty Period") when installed and used in accordance with specifications described in user manuals, technical materials and any related writings published by Dynatest with respect to such Products, will be free from defects in materials and workmanship.

\*The second year of the warranty is dependent on the client having their FFWD serviced and calibrated by Dynatest 10-14 months after delivery. This service and calibration will be charged at normal Dynatest rates & terms

### **Warranty services procedures**

The purchaser shall notify in writing Dynatest within the Warranty Period in order to obtain a Return Material Authorization ("RMA"). The Product serial number shall be provided in order to obtain an RMA. In any event, even if an RMA is provided to purchaser, Dynatest reserves the right to inspect the damaged Product or non-compliant Services before the final decision of repairing, replacing or reimbursing such Product or Services.

The defective Product or part shall be returned to Dynatest at the purchaser's expense, accompanied by the RMA number with prepaid shipping charges at the address mentioned below. The purchaser must insure the shipment or accept the risk of loss or damage during the shipment. The Purchaser shall also pay any tariff or duty applicable to the return of defective part or Product. During the warranty period Dynatest will reimburse any such cost that is related to the shipment if the defect based on the inspection is confirmed to be defective by Dynatest.

During the Warranty Period, Dynatest will, as its sole option, repair, replace or reimburse the price paid for, any Product that is confirmed to be defective by Dynatest. Dynatest owns all parts removed from a repaired Product. If Dynatest repairs a Product, its warranty is not extended. If Dynatest replaces a Product, the replaced Product is warranted for the remainder of the original term or thirty (30) days, whichever is longer. Products with an RMA should be sent to the Dynatest location in the country that delivered the equipment.

### **Exclusion of other warranties**

The above warranty is the sole warranty applicable and there are no express, legal or implied warranties or conditions in relation to any Products, Third Party Product or Services including any implied warranty or condition of merchantability, non-infringement, specific performance or fitness for a particular purpose and those otherwise arising by statute or otherwise in law or from a course of dealing or usage of trade, which are expressly disclaimed. No oral or written information or advice given by Dynatest or its employees or representatives shall create a warranty or condition or in any way increase the scope of Dynatest obligation. Among others, Dynatest does not warrant that the business results obtained from the use of the Products or Services will be appropriate or adequate for the purchaser or its customers.

### **Exclusion**

The above-mentioned warranties do not cover and shall not apply to:

- The damage caused during the transportation and shipping of the Products;
- Damage caused by accidents, abuse, misuse, a force majeure or external cause;
- Products altered, modified, repaired or with broken seals not expressly authorized by Dynatest;
- Third party goods, such as Computer, PDAs, vehicles etc, shall be covered by the manufacturers' warranty;
- Consumable items (parts subject to normal wear and tear due to intensity of operation)

**Limitation of Liability** To the maximum extent permitted by applicable law, in no event will Dynatest be liable to the purchaser or any third party for any indirect, special, consequential, incidental or exemplary damages whatsoever, including but not limited to loss or revenue or profit, lost or damaged data, business interruption or any other pecuniary loss whether based in contract, extra-contractual or other causes of action, even if Dynatest has been advised of the possibility of such damages. In any event, the total liability of Dynatest arising from any cause of action or claim whatsoever, arising out of, connected with, or resulting from the Products or the furnishing of any Service or otherwise related to the attached quotation/proposal shall in no event exceed the price allocable to and paid to Dynatest for the individual unit of Products or Service or part thereof which gives rise to the cause of action or claim.

The Contract shall be governed by the Laws of Denmark and the United Nations Convention on Contracts for the International Sale of Goods 1980 (CIS G) to the extent same is incorporated into Danish Laws.

### **Exceptions from Dynatest general terms and conditions**

Generally, the terms and conditions stated in the present document are valid for all equipment sales entered with Dynatest. Exceptions can only be made with approval by the CEO of Dynatest.